

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Stephen Goorvitch

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and JANE DOE No. 3, an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

14 JANE DOE NO. 1, an individual;  
15 JANE DOE NO. 2, an individual; and JANE  
16 DOE NO. 3, an individual,  
Plaintiffs,

17 v.

18 UBER TECHNOLOGIES, INC.; RASIER,  
19 LLC; RASIER-CA, LLC; and DOES 1-50,

20 Defendants.

CASE NO.

**COMPLAINT**

(1) NEGLIGENCE

Common Carrier Negligence;

Negligent Failure to Warn;

Negligent Infliction of Emotional

Distress; and

(2) UNFAIR COMPETITION

Violation of Business and Professions

Code §17200

**DEMAND FOR JURY TRIAL**

**COMPLAINT**

25 Plaintiffs, JANE DOE No. 1, JANE DOE No. 2, and JANE DOE No. 3 (collectively  
26 “Plaintiffs”) by and through their undersigned counsel F. Edie Mermelstein, as and for their  
27 Complaint against Defendant UBER Technologies, Inc., (“UBER”); Rasier, LLC (“RASIER”);

1 Rasier-CA, LLC (“RASIER-CA”) (collectively “Uber Defendants”); and DOES 1-50 (collectively  
2 “Defendants”) hereby alleges as follows:

3  
4 ***INTRODUCTION***

5 1. For a period of time prior to the harms identified herein and actually suffered by  
6 the named plaintiffs, Defendants, Uber Technologies, Inc, Rasier LLC and Rasier-CA, LLC, had  
7 both actual and constructive knowledge of the FAKE UBER scheme. The FAKE UBER scheme  
8 is where a predator lures an unsuspecting passenger who has engaged the Uber App to hail an  
9 UBER ride into an imposter UBER vehicle. The FAKE UBER scheme has been known to the  
10 Uber Defendants as early as 2016 to be occurring at popular and crowded nightclub/bar/restaurant  
11 locations in and around Los Angeles. Once the Uber passenger was located inside the wrong  
12 vehicle, the Uber passenger is falsely imprisoned while the predator drives to an isolated area and  
13 sexually assaults the Uber passenger. The above described conduct of paragraph 1 will herein be  
14 described as the “FAKE UBER scheme” or the “sexual assault scheme.”  
15

16 2. With superior knowledge of the FAKE UBER scheme, the Uber Defendants failed  
17 to warn Plaintiffs after the women employed the Uber app to hail rides, subjecting each of them to  
18 sexual assault by predators employing the FAKE UBER scheme. As common carriers, the Uber  
19 Defendants are duty bound to develop advanced safety measures to protect Uber passengers from  
20 the known dangers of the FAKE UBER scheme instead of hiding serious incidents from the  
21 public, disclaiming liability and blaming the victim.  
22

23 3. The Uber Defendants provide transportation services to the public for  
24 compensation through its network of drivers, using an online-enabled smartphone application (the  
25 “Uber App”) to connect passengers with drivers. The unwitting public, and in particular women  
26 looking for a safe ride home, have been lulled into believing that the Uber App summons a safe  
27 means of transportation. Instead, once the Uber app has been engaged, single female passengers  
28

1 leaving crowded nightclub/bar/restaurant locations become vulnerable to the FAKE UBER  
2 scheme. For JANE DOE No. 1, JANE DOE No. 2 and JANE DOE No. 3, the Uber Defendants  
3 had specialized and superior knowledge of the FAKE UBER scheme where sexual predators were  
4 posing as Uber drivers in a five mile radius where Plaintiffs were abducted, yet intentionally  
5 withheld this information from Plaintiffs and did nothing to warn Plaintiffs of the known danger.  
6

7 4. Uber Defendants, possess the GPS technology to identify the pick up locations  
8 where Plaintiffs initiated the Uber App, but did nothing to warn Plaintiffs of the known danger of  
9 the FAKE UBER scheme leaving Plaintiffs vulnerable sitting ducks.

10 5. The Uber App can be downloaded by anyone with a smartphone. Anyone can  
11 create an Uber account for use on the Uber App with a telephone number and email address.  
12 Anyone with the Uber App can hail an Uber driver by launching or opening the Uber App  
13 downloaded on a smartphone for *any* passenger. Once the Uber App is launched, the pick-up  
14 location is set on the smartphone and a request is sent out to the nearest available Uber drivers to  
15 pick-up the passenger(s) and take him/her or them to his/her or their desired destination. Uber has  
16 a financial stake in keeping as many drivers and riders using the Uber App as possible and goes to  
17 great lengths to keep bad press regarding safety to a minimum.  
18

19 6. For each passenger trip, the Uber Defendants control the financial transaction for  
20 the trip. When a ride is requested on the Uber App, UBER calculates the estimated fare based on  
21 location information from the GPS enabled mobile device, which is required for use of the Uber  
22 App. UBER receives the customer fare data and in turn charges this standardized fare to the credit  
23 or debit card provided to UBER when the Uber App is registered. The Uber Defendants pay the  
24 Uber driver's portion of the fare to the driver while retaining roughly a one-quarter percentage of  
25 every fare. The Uber Defendants also charge the passenger a cancellation fee if the trip is  
26 cancelled for any reason, including if the passenger was abducted and raped by a sexual predator.  
27  
28

1           7.       The core service provided by the Uber Defendants, passenger transportation, has  
2 serious implications for the safety of UBER's passengers, in particular, the inebriated young  
3 women UBER directly targets. These safety dangers, including known risk of sexual assault, are  
4 hidden from unsuspecting Uber App users looking for rides in areas fraught with reported rapists  
5 posing as Uber drivers. The Uber Defendants make it easy for anyone, including sexual predators,  
6 to disguise themselves as an Uber vehicle. The Uber Defendant's website has a "print at home"  
7 feature where anyone with a computer and a printer can print out the identifying emblem to affix  
8 to any vehicle. Upon information and belief, the Uber Defendants were put on notice of sexual  
9 predators picking up Uber passengers after the customer engages the Uber App for pick up at local  
10 Los Angeles night spots. Thereafter, the Uber Defendants failed to warn susceptible Uber App  
11 users, including Plaintiffs, who were engaging the Uber App within a five mile radius of reported  
12 abductions and rapes. Using the advanced GPS technology available on the Uber App, the Uber  
13 Defendants could have easily warned Uber passengers in the known danger zones directly through  
14 the Uber App in an Amber Alert style warning and could have targeted warnings by location.  
15 Instead, Uber Defendants frustrated investigations, forcing police departments to obtain search  
16 warrants and taking seven or more weeks to respond.

17           8.       UBER consistently markets itself to the general public as one of the best options  
18 for a safe ride home after a night of drinking alcohol. UBER has even partnered with Mothers  
19 Against Drunk Driving ("MADD") whereby UBER and MADD are "Pledging to protect loved  
20 ones," as featured in a video on the joint UBER/MADD webpage. This joint webpage also  
21 features a large photograph of a young female passenger with the title "Uber | MADD" followed  
22 by the Defendant's catchphrase, "Get Home Safe."

23           9.       Uber Defendants also market Uber's safety features through its rider safety  
24 webpage. The rider safety webpage features proclamations of "safe pickups" with "door-to-door  
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26  
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1 service.” This safety webpage also features a photograph of a young female, with a quote from the  
2 young female declaring the safety benefits of using the Uber App. With the actual and  
3 constructive knowledge of the FAKE UBER scheme, the Uber Defendants did nothing to  
4 safeguard the Uber emblem or restrict its printing, or otherwise make Uber vehicles more  
5 identifiable to a known segment of their targeted customer base, the inebriated female.  
6

7 10. Upon information and belief, prior to JANE DOE 1’s attack, Uber Defendants were  
8 contacted by the Los Angeles Police Department and/or the Los Angeles Sheriff’s Department and  
9 put on notice of sexual predators who were posing as, or actual, rideshare drivers. These rideshare  
10 drivers were specifically seeking out young inebriated women who have engaged the Uber App  
11 and were waiting for pick up within a five mile radius located in Los Angeles County. This radius  
12 includes a concentrated three block area in West Hollywood where nightclubs Pump, Revolver  
13 and Trunks are located and downtown Los Angeles. The Uber Defendants were on notice and had  
14 specialized knowledge of attacks against their customers, but failed to warn Plaintiffs of the risk of  
15 abduction and rape by sexual predators posing as Uber drivers.  
16

17 11. Upon information and belief, the Los Angeles Police Department and immediately  
18 surrounding jurisdictions have contacted Uber Defendants multiple times to alert Uber Defendants  
19 of additional victims and the continued perpetration of this FAKE UBER scheme.  
20

21 12. Upon information and belief, Uber passengers have reported sexual misconduct  
22 including rapes to the Uber Defendants’ Serious Incident Unit in the target area and beyond,  
23 including national and international reports of the FAKE UBER scheme.

24 13. Despite being on notice of sexual predators relying on the Uber App to easily pick  
25 up their prey, this pervasive FAKE UBER scheme and its particular increase in the Los Angeles  
26 area, the Uber Defendants failed to affirmatively implement any safeguards for the general public,  
27 its targeted customers, or Plaintiffs.  
28

1           14.     Although it may appear the Uber Defendants invest in the safety of passengers,  
2 Uber Defendants fail to mention in app or warn its passengers of the serious danger and threat of  
3 this FAKE UBER scheme to passengers, particularly young, intoxicated female passengers, the  
4 very demographic targeted by Uber's safety marketing campaigns. Sexual assaults that are the  
5 result of use of the Uber App are a pervasive problem of which Uber Defendants have been on  
6 notice and have egregiously chosen to hide and minimize.

7  
8           15.     Upon information and belief, the Uber Defendants were put on notice as early as  
9 November 2014 of the FAKE UBER scheme. There have been reports in Atlanta, Georgia,  
10 Boston, Massachusetts, Dallas, Texas, Hamden, Connecticut, Kansas City, Missouri, Miami,  
11 Florida, New York City, New York, Milwaukee, Wisconsin, and Toronto, Canada, and now South  
12 Carolina to which Uber Defendants made statements concerning "safety features" built into the  
13 Uber App, which provide the name, picture, and license plate number of the Uber driver for Uber  
14 passengers to match to the arriving car. While Uber Defendants claim this "matching system"  
15 prevents encounters with Uber imposters, placing the onus on the victims, Uber Defendants fail to  
16 take into consideration that the customer they market to are typically inebriated causing enhanced  
17 difficulty in using this "matching system." This is evidenced by multiple reports of women  
18 mistakenly entering the vehicle of imposter Uber drivers and subsequently being assaulted. With  
19 this knowledge, Uber Defendants continuously refuse to implement any further safety features that  
20 would better warn and notify an inebriated individual, such as an Amber Alert style in app  
21 warning system, or a four digit pin number or color coding display, and continue to jeopardize the  
22 public's safety.

23  
24  
25           16.     Despite being on notice of this FAKE UBER scheme and having actual and  
26 constructive knowledge of violent and reoccurring sexual assaults perpetrated against its  
27 passengers, Uber Defendants continuously fail to implement technology-based safeguards and  
28

1 warning systems to alert unsuspecting Uber patrons of this sexual assault scheme and to prevent  
2 such assaults.

3         17. Uber Defendants have made it easy for sexual predators to “print at home” UBER  
4 emblems to masquerade as Uber vehicles even though Uber Defendants, as common carriers, are  
5 aware of the need to protect the general public and have the means to do so.  
6

7         18. Plaintiffs JANE DOE 1, JANE DOE 2, and JANE DOE 3 (collectively “Plaintiffs”)  
8 file this action under pseudonyms as they are victims of sexual assault. Plaintiffs proceed in this  
9 manner to protect their legitimate privacy rights as further disclosure would expose them to  
10 stigmatization and invasion of privacy. Uber Defendants are aware of the true legal names of  
11 Plaintiffs, the circumstances surrounding their claims as set forth herein and with the service of the  
12 complaint, Plaintiffs will provide them with a separate notice of their true identity. Further, in  
13 order to prevent unnecessary disclosure of Plaintiffs’ identities and real names in the public  
14 record, Plaintiffs anticipate seeking concurrence from Uber Defendants for entry into a protective  
15 order.  
16

17         19. Plaintiffs are female Uber passengers, within the Uber Defendants’ targeted market,  
18 that the Uber Defendants failed to warn and protect. All three Plaintiffs had consumed alcohol but  
19 made responsible decisions not to drive vehicles after leaving popular Los Angeles night spots. All  
20 three Plaintiffs, believing that Uber provides a safe ride home, chose to individually hail an Uber  
21 vehicle to deliver each one home safely. However, rather than getting into the hailed ride, each  
22 Plaintiff mistakenly and unexpectedly entered the car of serial rapists posing as Uber Drivers.  
23

24         20. JANE DOE 1 and JANE DOE 3 were abducted by Walter Velasquez  
25 (“Velasquez”), a serial rapist using the FAKE UBER scheme to capture his prey. JANE DOE 2  
26 was abducted by Nicholas Morales (“Morales”), who also utilized the FAKE UBER scheme to  
27 trap his victims. All three Plaintiffs were raped after engaging the Uber App which made them  
28

1 susceptible to the FAKE UBER scheme. Since the sexual assaults, all three Plaintiffs have been  
2 experiencing loss of sleep, anxiety, depression, inability to concentrate, inability to enjoy normal,  
3 healthy sexual experiences and other symptoms consistent with rape trauma syndrome and post  
4 traumatic stress disorder.

5           21. Uber Defendants collected and retained fees from Plaintiffs for the cancelled Uber  
6 trips, or rides not taken. These fees were charged after Plaintiffs unknowingly entered into  
7 completely different vehicles believed to be the Uber vehicles they summoned, which resulted in  
8 the sexual assaults on Plaintiffs.

9           22. Uber Defendants have marketed to college age and young women as an alternative  
10 to drinking and driving, with a known risk that this target market, including Plaintiffs, are  
11 vulnerable to sexual assault as soon as they engage the Uber App. Uber Defendants have failed to  
12 safeguard Plaintiffs and the general public against this FAKE UBER scheme even though Uber  
13 Defendants could have implemented technology and warning systems to alert Plaintiffs and other  
14 Uber users to insure Plaintiffs' and other users' safety.

15           23. Pursuant to California Civil Code §2100, as a carrier of persons for reward, the  
16 Uber Defendants (1) must use the utmost care and diligence for the Plaintiffs' safe carriage; (2)  
17 must provide everything necessary for that purpose; and (3) must exercise to that end a reasonable  
18 degree of skill. The Uber Defendants are in violation of California Civil Code §2100, where they  
19 failed to use the utmost care and diligence for the Plaintiffs as they did not provide safe carriage or  
20 provide a reasonable and simple warning to Plaintiffs through the Uber App hailing device.

21  
22  
23  
24 ***PARTIES***

25           24. JANE DOE 1 is an adult woman who was assaulted in Los Angeles County, and  
26 currently resides in Culver City in the County of Los Angeles, California.

27           25. JANE DOE 2 is an adult woman who was assaulted in Los Angeles County, and  
28 currently resides in the city of Alhambra in the County of Los Angeles, California.



1           26.     JANE DOE 3 is an adult woman who was assaulted in Los Angeles County, and  
2 currently resides in the city of Van Nuys in the County of Los Angeles, California.

3           27.     Defendant Uber Technologies, Inc. ("UBER") is a Delaware Corporation that runs  
4 a Transportation Network Company ("TNC") known as Uber, which provides a number of  
5 transportation options for users of their service through an online-enabled application ("Uber  
6 App"). UBER has its principal place of business in San Francisco, California, and conducts  
7 business with drivers dispatched throughout Los Angeles County. UBER upon information is  
8 believed to be a holding company that manages corporate issues as well as research and  
9 development.

10          28.     Plaintiffs are informed and believe and on the basis of said information and belief  
11 allege that Defendant Rasier, LLC ("RASIER") is a Delaware Limited Liability Company, which  
12 is a wholly owned subsidiary of UBER and the parent company of Rasier-CA, LLC ("RASIER-  
13 CA"), a Delaware Limited Liability Company. RASIER, LLC and RASIER-CA, LLC have their  
14 principal place of business in San Francisco, California. RASIER, LLC AND RASIER-CA, LLC  
15 collect the income generated from the Uber App, including income generated from Los Angeles  
16 County, California.

17          29.     UBER and/or DOES 1 through 50 use RASIER, LLC and/or RASIER-CA, LLC  
18 and/or DOES 2-50 to operate TRANSPORTATION NEWTORK COMPANY known as Uber, a  
19 division of UBER and/or DOES 1-50's commercial enterprise.

20          30.     Plaintiffs are informed and believe, and on the basis of information and belief  
21 allege that RASIER-CA, LLC has been assigned Carrier ID PSG0032512 by the PUC and that  
22 UBER, RASIER, LLC and/or RASIER-CA, LLC and/or Does 1-50 use Carrier ID PSG0032512  
23 to operate its TNC, UBER in California.

24          31.     Plaintiffs are informed and believe, and on the basis of information and belief  
25 allege that RASIER-CA, LLC is the insurance certificate holder for the insurance that UBER is  
26 required to carry as a TNC by the PUC, which it uses for its Uber operations.

27          32.     Plaintiff is ignorant of the true names and capacities of defendants sued herein as  
28 DOES 1 through 50, inclusive, and therefore sues said defendants by such fictitious names.

1 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.  
2 Plaintiff believes that the fictitiously named defendants are legally responsible in some manner for  
3 the occurrences, injuries and damages hereinafter alleged.

4 ***JURISDICTION AND VENUE***

5 33. This Court may exercise general personal jurisdiction over Defendants consistent  
6 with the California and U.S. Constitution.

7 34. Jurisdiction is proper in this case in that the amount in controversy is in excess of  
8 the statutory requirements of this court.

9 35. The Court has personal jurisdiction over UBER, RASIER and RASIER-CA  
10 because they are headquartered in the State of California and they conduct business throughout  
11 California, including Los Angeles County where the sexual assaults occurred.

12 36. Venue is proper in Los Angeles County Superior Court in that a substantial part of  
13 the events and omissions giving rise to the claims occurred within Los Angeles County, including  
14 the Plaintiffs' use of the Uber App, the Plaintiffs hailed rides and the Plaintiffs' resulting injuries  
15 that led to the claims asserted here, as well as the marketing, advertising, promotion, offering for  
16 sale, and sale of Uber Defendants' services.

17 ***FACTUAL ALLEGATIONS***

18 **UBER DEFENDANTS KNEW OF THE FAKE UBER SCHEME**  
19 **TARGETING UBER PASSENGERS**

20 37. At all relevant times, Plaintiffs were adult women residing in Los Angeles County,  
21 who had downloaded the Uber App expecting safe carriage.

22 38. Plaintiffs, like many other users in Uber Defendants' targeted demographic,  
23 downloaded the Uber App to obtain a means of transportation to and from events where they  
24 would be consuming alcohol and did not want to drive, but wanted a safe ride home.

25 39. At all relevant times, Uber Defendants were aware of the risk that the usage of the  
26 Uber App by unsuspecting customers posed a real threat and danger of abduction by sexual  
27 predators. Uber Defendants were aware of a particular FAKE UBER scheme to deceive Uber App  
28 users into entering the vehicles of sexual predators. Uber Defendants, prior to JANE DOE No. 1's

1 assault were made aware of sexual predator attacks and the risk to intoxicated females engaging  
2 the Uber App after leaving nightclubs within the Los Angeles area including downtown Los  
3 Angeles and West Hollywood. Upon information and belief, the Los Angeles Police Department  
4 and/or the Los Angeles Sheriff's Department alerted the Uber Defendants of the sexual assault  
5 scheme and were met with resistance and delays in obtaining information from the Uber  
6 Defendants regarding the drivers summoned and the sexual assaults occurring in conjunction with  
7 the use of the Uber App by female passengers. Upon information and belief, the Los Angeles  
8 Police Department and immediately surrounding jurisdictions have contacted Uber Defendants  
9 multiple times prior to Plaintiffs' sexual assaults to alert Uber Defendants of additional victims of  
10 and the continued perpetration of this sexual assault scheme.

11 40. Despite being on notice of sexual predators relying on the Uber App to easily pick  
12 up their prey, this pervasive sexual assault scheme and its particular increase in the Los Angeles  
13 area, Uber Defendants have failed to affirmatively implement any safeguards in the Uber App or  
14 Uber vehicles for the general public and its targeted customers. Uber Defendants never warned nor  
15 gave any information about this sexual assault scheme to Plaintiffs, despite the fact that they had  
16 downloaded the Uber App and were engaging the Uber App in the zone of danger, which made  
17 each JANE DOE particularly vulnerable to the scheme. At all relevant times, Uber Defendants  
18 knew that Plaintiffs were typical, both in age and location, of the women who were targeted and  
19 horrifically assaulted in the scheme.

20 41. Uber Defendants have placed profits over safety by deliberately failing to  
21 implement any warning system regarding this sexual assault scheme so as to rapidly expand its  
22 profits and not deter any potential users. This is a calculated decision by senior executives to allow  
23 Uber Defendants to attempt to dominate the rideshare market at the expense of public safety.

24 **UBER DEFENDANTS PURPOSELY KEPT UBER USERS IN THE DARK**  
25 **REGARDING THE FAKE UBER SCHEME**

26 42. Upon information and belief, on or about September 2, 2016, a FAKE UBER  
27 sexual assault was reported in West Hollywood to law enforcement who contacted Uber  
28 Defendants for information regarding this assault and the engagement of the Uber App. No

1 warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault scheme  
2 to JANE DOE No. 1, JANE DOE No. 2 or JANE DOE No. 3 or the general public.

3 43. Upon information and belief, on or about October 9, 2016, a FAKE UBER sexual  
4 assault was reported within a five mile radius of West Hollywood to law enforcement who  
5 contacted Uber Defendants for information regarding this assault and the engagement of the Uber  
6 App. No warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault  
7 scheme to JANE DOE No. 1, JANE DOE No. 2 or JANE DOE No. 3 or the general public.

8 44. Upon information and belief, on or about January 1, 2017, an Uber related sexual  
9 assault was reported within a five mile radius of West Hollywood to law enforcement who  
10 contacted Uber Defendants for information regarding this assault and the engagement of the Uber  
11 App. No warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault  
12 scheme to JANE DOE No. 1, JANE DOE No. 2 or JANE DOE No. 3 or the general public.

13 45. Upon information and belief, on or about January 7, 2017, a FAKE UBER sexual  
14 assault was reported after a young woman left a club in West Hollywood. This incident was  
15 reported to law enforcement who contacted Uber Defendants for information regarding this assault  
16 and the engagement of the Uber App. No warnings were issued by the Uber Defendants regarding  
17 the FAKE UBER sexual assault scheme to Plaintiffs or the general public.

18 46. Upon information and belief, on or about May 6, 2017, a FAKE UBER sexual  
19 assault was reported after a young woman left Trunks, a club in West Hollywood. This incident  
20 was reported to law enforcement who contacted Uber Defendants for information regarding this  
21 assault and the engagement of the Uber App. No warnings were issued by the Uber Defendants  
22 regarding the FAKE UBER sexual assault scheme to JANE DOE No. 1, JANE DOE No. 2 or  
23 JANE DOE No. 3 or the general public.

24 47. On or about June 18, 2017, JANE DOE No. 1 was abducted and raped after she left  
25 Revolver, a club in West Hollywood. This incident was reported to law enforcement who  
26 contacted Uber Defendants for information regarding this assault and the engagement of the Uber  
27 App. No warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault  
28 scheme to JANE DOE No. 2 or JANE DOE No. 3 or the general public.

1           48.     Upon information and belief, on or about September 22, 2017, a FAKE UBER  
2 sexual assault was reported after a young woman left Pump, a club in West Hollywood. This  
3 incident was reported to law enforcement who contacted Uber Defendants for information  
4 regarding this assault and the engagement of the Uber App. No warnings were issued by the Uber  
5 Defendants regarding the FAKE UBER sexual assault scheme to JANE DOE No. 1, JANE DOE  
6 No. 2 or JANE DOE No. 3 or the general public.

7           49.     On or about December 30, 2017, JANE DOE No. 2 was abducted and raped after  
8 she left the Down and Out, a club in downtown Los Angeles. This incident was reported to law  
9 enforcement who contacted Uber Defendants for information regarding this assault and the  
10 engagement of the Uber App. No warnings were issued by the Uber Defendants regarding the  
11 FAKE UBER sexual assault scheme to JANE DOE No. 1 or JANE DOE No. 3 or the general  
12 public.

13           50.     On or about February 16, 2018, JANE DOE No. 3 was abducted and raped after  
14 she left Pump, a club in West Hollywood. This incident was reported to law enforcement and  
15 directly to Uber Defendants. No warnings were issued by the Uber Defendants regarding the  
16 FAKE UBER sexual assault scheme to JANE DOE No. 1 or JANE DOE No. 2 or the general  
17 public.

18           51.     Upon information and belief, multiple reports regarding the FAKE UBER scheme  
19 that occurred in West Hollywood and downtown Los Angeles that were not reported to law  
20 enforcement but where reported to Uber Defendants. No warnings to JANE DOE No. 1, JANE  
21 DOE No. 2, JANE DOE No. 3 or the general public were made regarding this alarming trend of  
22 the FAKE UBER sexual assault scheme between September 2016 through February 16, 2018.

23           52.     The Uber Defendants had actual knowledge of the FAKE UBER sexual assault  
24 scheme prior to June 18, 2017, that:

- 25                   a.     Sexual predators were impersonating Uber drivers and luring unsuspecting  
26                            women, like JANE DOE No. 1 , JANE DOE No. 2, and JANE DOE No. 3,  
27                            to rape them;  
28                   b.     JANE DOE No. 1, JANE DOE No. 2, and JANE DOE No. 3 engaged the

Uber App and without warning mistakenly got into a sexual predators vehicle; and

c. The serial rapists employed the FAKE UBER facade as an essential element of the sexual assault scheme.

53. Uber Defendants repeatedly made statements that the Uber App provides the name, picture, and license plate number of the driver for Uber passengers to match to prevent encounters with Uber imposters. However, Uber Defendants did not and have not take any affirmative precautions to further warn Uber users in specific areas of the continuous FAKE UBER sexual assault scheme, particularly when engaging the Uber App.

#### **PLAINTIFFS WERE RAPED IN THE FAKE UBER SCHEME**

##### **JANE DOE No. 1:**

54. On June 18, 2017, JANE DOE No. 1 was attending a social gathering at Revolver located at 8851 Santa Monica Blvd., West Hollywood, CA 90069. After consuming alcohol and being separated from her friends, JANE DOE No. 1 made the responsible decision to call for an Uber. After engaging the Uber App JANE DOE No. 1 entered the vehicle of what she believed to be her scheduled Uber driver. Unbeknownst to her, JANE DOE No. 1 had entered the vehicle of a serial rapist, Walter Velasquez, who was posing as her scheduled Uber driver.

55. At the time JANE DOE No. 1 hailed an Uber vehicle, Uber Defendants did not provide any warning to JANE DOE No. 1 or other users of the Uber App, that sexual predators such as Walter Velasquez had been repeatedly preying on Uber App users to execute this sexual assault scheme, as described above, especially in JANE DOE No. 1's specific location, as evidenced by the Uber App's GPS mechanism.

56. On information and belief, the Uber Defendants were notified by law enforcement authorities that approximately six weeks before JANE DOE No. 1's attack that on May 6, 2017, at approximately 1:30 AM, there was an Uber-related sexual assault with the pick up location approximately 137.8 feet away from the location JANE DOE No. 1 was abducted. The Uber Defendants did nothing to put JANE DOE No. 1 on alert of this sexual assault scheme and the

1 inherent risk to JANE DOE No. 1, due to her demographic, location, time of scheduled pick up,  
2 and presumed intoxication.

3 57. JANE DOE No. 1 believed she was entering the Uber vehicle she had hailed with  
4 the Uber App. JANE DOE No. 1 was never notified of the FAKE UBER scheme in the area.  
5 After JANE DOE No. 1 entered the FAKE UBER a sexual predator raped JANE DOE No. 1.

6 58. As a direct and proximate result of this FAKE UBER scheme and Uber  
7 Defendants' failure to warn potential victims/Uber users of said scheme despite Uber Defendants'  
8 superior knowledge of same, JANE DOE No. 1 has suffered and will continue to suffer severe  
9 psychological and physical damages, mental pain and anguish, and loss of enjoyment of life.

10  
11 **JANE DOE No. 2:**

12 59. On December 30, 2017, JANE DOE No. 2 was attending a social gathering at  
13 Down and Out located at 501 South Spring Street, Los Angeles, California, 90013. After  
14 consuming alcohol and being separated from her friends, JANE DOE No. 2 made the responsible  
15 decision to call for an Uber. After engaging the Uber App, JANE DOE No. 2 entered the vehicle  
16 of what she believed to be her scheduled Uber driver. Unbeknownst to her, JANE DOE No. 2 had  
17 entered the vehicle of a serial rapist, Nicolas Morales, who was posing as her scheduled Uber  
18 driver. JANE DOE No. 2 checked the driver who looked similar to the picture and the license  
19 plate and told the driver that the license plate did not match. The predator explained he had  
20 crashed his car two weeks earlier and didn't update the app.

21 60. At the time JANE DOE No. 2 hailed an Uber vehicle, Uber Defendants did not  
22 provide any warning to JANE DOE No. 2 or other users of the Uber App, that sexual predators  
23 such as Nicolas Morales had been repeatedly preying on Uber App users to execute this sexual  
24 assault scheme, as described above, especially in JANE DOE No. 2's specific location, as  
25 evidenced by the Uber App's GPS mechanism.

26 61. On information and belief, the Uber Defendants were notified numerous times by  
27 the authorities and Uber App users of Uber-related sexual assaults with the pick up locations in  
28 close proximity from the location JANE DOE No. 2 was abducted. The Uber Defendants did

1 nothing to put JANE DOE No. 2 on alert of this sexual assault scheme and the inherent risk to  
2 JANE DOE No. 2, due to her demographic, location, time of scheduled pick up, and presumed  
3 intoxication.

4 62. JANE DOE No. 2 believed she was entering the Uber vehicle she had hailed with  
5 the Uber App. After JANE DOE No. 2 entered the vehicle, the actual Uber driver called JANE  
6 DOE No. 2 and was irritated that she had gotten in the wrong car and hung up on her. JANE DOE  
7 No. 2 realized she was in the wrong vehicle but was unable to avoid the abduction and brutal rape  
8 that followed.

9 63. The Uber driver that was suppose to pick up JANE DOE No. 2 drove the route  
10 anyway and JANE DOE No. 2 was charged for that Uber ride even though she was not in the  
11 correct vehicle. JANE DOE No. 2 is informed and believes the hailed Uber driver drove the route  
12 anyway to obtain a fee instead of alerting authorities of the abduction.

13 64. As a direct and proximate result of this sexual assault scheme and Uber  
14 Defendants' failure to warn potential victims/Uber users of said scheme despite Uber Defendants'  
15 superior knowledge of same, JANE DOE No. 2 has suffered and will continue to suffer severe  
16 psychological and physical damages, mental pain and anguish, and loss of enjoyment of life.

17 **JANE DOE No. 3:**

18 65. On February 16, 2018, JANE DOE No. 3 was attending a social gathering at Pump  
19 located at 8948 Santa Monica Blvd., West Hollywood, CA 90069. After consuming alcohol, she  
20 made the responsible decision to call for an Uber. After engaging the Uber App, JANE DOE No. 3  
21 entered the vehicle of what she believed to be her scheduled Uber driver. Unbeknownst to her,  
22 JANE DOE No. 3 had entered the vehicle of a serial rapist, Walter Velasquez, who was posing as  
23 her scheduled Uber driver.

24 66. At the time JANE DOE No. 3 hailed an Uber, Uber Defendants did not provide any  
25 warning to JANE DOE No. 3 or other users of the Uber App, that sexual predators including  
26 JANE DOE No. 3's assailant had been repeatedly preying on Uber App users to execute this  
27 FAKE UBER scheme, as described above, especially in JANE DOE No. 3's specific location as  
28 evidenced by the Uber App's GPS mechanism.



67. After JANE DOE No. 3 entered the vehicle she thought was her ride, JANE DOE No. 3 was sexually assaulted. After reporting the incident to the police and the Uber Defendants, the Uber Defendants deleted JANE DOE No. 3's account. The Uber Defendants did not immediately cooperate with law enforcement in the investigation taking more than seven weeks to respond to search warrants in JANE DOE No. 3's investigation.

68. As a direct and proximate result of this FAKE UBER scheme and Uber Defendants' failure to warn potential victims/Uber users of said scheme despite Uber Defendants' superior knowledge of the FAKE UBER scheme, JANE DOE No. 3 has suffered and will continue to suffer severe psychological and physical damages, mental pain and anguish, and loss of enjoyment of life.

#### UBER'S SAFETY WARRANTIES

69. Uber's website states under "Getting a Safe Ride" the following:

"Safe pickups  
The Uber app automatically finds your location to provide door-to-door service. That means you stay safe and comfortable wherever you are until your driver arrives."

70. Uber Defendants are aware that violent predators, including serial rapists, have increasingly impersonated Uber drivers and have preyed on the unsuspecting female target market. Despite their superior knowledge regarding these potential dangers to the public, Uber Defendants have chosen not to implement any available technological safety measures to prevent passengers, particularly college age and young women from being assaulted by sexual predators impersonating Uber drivers.

#### THE TERMS AND CONDITIONS OF THE UBER APP ARE NOT BINDING

71. At all relevant times, including when Plaintiffs downloaded the Uber App on their smartphones, the Uber App did not require Plaintiffs to open a link to the Terms and Conditions.

72. At no point did the Uber App require that Plaintiffs read the Terms and Conditions. Upon the filing of this complaint, Plaintiffs have not read Uber's Terms and Conditions.

73. The full Terms and Conditions were never emailed or otherwise delivered to Plaintiffs.

1           74.     The Terms and Conditions contain unconscionable terms.

2           75.     UBER claims that it retains the right to immediately terminate the Terms and  
3 Conditions at any time for any reason and those contractual changes are effective once posted on  
4 the Uber App.

5           76.     Plaintiffs were not provided conspicuous notice of the existence of the Terms and  
6 Conditions when she downloaded the Uber App.

7           77.     Plaintiffs were not required to and Plaintiffs did not review any of the Terms and  
8 Conditions.

9                                   **FIRST CAUSE OF ACTION**  
10                                   **NEGLIGENCE**

11           78.     Plaintiffs hereby incorporate all paragraphs above as though set forth fully herein.

12           79.     Plaintiffs allege that they were harmed by the Uber Defendants' negligence.

13                                   ***COMMON CARRIER NEGLIGENCE***

14           80.     Plaintiffs allege that at all times mentioned herein, Uber Defendants held  
15 themselves out to the public generally to carry persons and goods from place to place through their  
16 network of drivers for hire. The Uber Defendants are common carriers under California Civil  
17 Code §§ 2100 and 2168, and Public Utilities Code §211.

18           81.     Plaintiffs allege that, although Uber Defendants' Uber User Agreement states they  
19 are not bound to carry any person unless they have entered into a special agreement to do so, their  
20 website states, "Open to everyone, everywhere. All ride requests are blindly matched with the  
21 closest available driver. So there is no discrimination based on race, gender, or destination."  
22 Therefore, Uber Defendants are not private carriers, but common carriers.

23           82.     The Uber Defendants have a duty to use the utmost diligence to Plaintiffs and other  
24 customers for their safe carriage, must provide everything necessary for that purpose, and must  
25 exercise to that end a reasonable degree of skill. (Cal. Civ. Code §2100).

26           83.     Uber Defendants had a special duty as a common carrier to Plaintiffs who were  
27 Uber passengers as soon as Plaintiffs engaged the Uber App.

28           84.     Uber Defendants breached their duty to Plaintiffs when the Uber Defendants failed

1 to use the utmost diligence to Plaintiffs for their safe carriage when Uber Defendants -- while  
2 having superior knowledge supplied by reports to Uber Serious Incident Unit and law enforcement  
3 of the continuous and dangerous FAKE UBER sexual assault scheme perpetrated against Uber  
4 users in the specific areas where Plaintiffs each engaged the Uber App and hailed their rides --  
5 failed to warn Plaintiffs and other Uber users of same.

6 85. Uber Defendants failed to provide everything necessary for that purpose of safe  
7 carriage when Uber Defendants failed to provide Plaintiffs with any specific notice or warning on  
8 the Uber App regarding this dangerous FAKE UBER sexual assault scheme being perpetrated  
9 against victims similar in demographic, location, time of scheduled pick up, and presumed  
10 consumption of alcohol to that of Plaintiffs.

11 86. Uber Defendants failed to exercise a reasonable degree of skill when, despite their  
12 superior knowledge of the FAKE UBER sexual assault scheme, the Uber Defendants  
13 unreasonably failed to establish any type of significant alert or warning system to notify Plaintiffs  
14 and other Uber users of the heightened risks of sexual predators in the specific areas during the  
15 specific time of night targeting young women leaving nightclubs.

16 87. Plaintiffs allege that Uber Defendants had a duty to warn under common carrier  
17 liability of the dangers that can occur as a result of the use of the Uber App. As soon as the Uber  
18 App is engaged, Plaintiffs became sitting ducks for the FAKE UBER sexual assault scheme. Uber  
19 Defendants breached their duty by not giving to Plaintiffs any adequate warnings of the FAKE  
20 UBER sexual assault scheme in the area when engaging the Uber App during the time frame and  
21 location known to the Uber Defendants.

22 88. Plaintiffs allege that Uber Defendants had a duty to prevent harm from sexual  
23 assault by third parties that Uber Defendants knew or should have known were occurring in the  
24 area. Uber Defendants breached their duty to prevent harm by not warning Plaintiffs of the FAKE  
25 UBER sexual assault scheme in the area where Plaintiffs were engaging the Uber App.

26 89. Plaintiffs allege that Uber Defendants' duty as common carriers begins as soon as a  
27 person engages the Uber App intending in good faith to become an Uber passenger. Uber  
28 Defendant's duties to JANE DOE No. 1, JANE DOE No. 2 and JANE DOE No. 3 were triggered

1 when Plaintiffs requested a ride through the Uber App.

2           90. Plaintiffs allege that Uber Defendant's duty as a common carrier does not end until  
3 the passenger is discharged into a relatively safe space. Uber Defendants breached their duty by  
4 failing to adequately identify Uber vehicles -- allowing anyone to print an Uber decal at home --  
5 and failing to pick up Plaintiffs who were not warned by Uber Defendants that Plaintiffs' pick up  
6 locations were known by Uber Defendants not to be safe spaces.

7           91. Plaintiffs were damaged at an amount to be proven at trial. Plaintiffs' damages  
8 were proximately caused by the Uber Defendants grossly negligent actions and omissions.

9 ***NEGLIGENT FAILURE TO WARN***

10           92. Plaintiffs allege that Uber Defendants had a special duty to Plaintiffs as a common  
11 carrier.

12           93. Plaintiffs allege Uber Defendants breached their duty as common carriers by failing  
13 to warn of the dangers of using the app and failing to prevent harm to Uber passengers, while  
14 failing to employ protective measures to adequately identify an Uber vehicle versus an imposter  
15 vehicle.

16           94. Plaintiffs allege that Uber Defendants had superior knowledge of the FAKE UBER  
17 scheme in that they received reports of prior sexual assaults in the same area from both Uber users  
18 and law enforcement.

19           95. Uber Defendants failure to warn based on their superior knowledge and failure to  
20 prevent harm was a substantial factor in the sexual assaults of Plaintiffs.

21           96. Uber Defendants, and each of them, have a duty as a carrier of persons for reward  
22 to give to Plaintiffs all such accommodations as are usual and reasonable, and must treat them  
23 with civility, and give them a reasonable degree of attention. (Cal. Civ. Code §2103).

24           97. Uber Defendants failed to give to Plaintiffs all such accommodations as are usual  
25 and reasonable and failed to give Plaintiffs a reasonable degree of attention when Uber  
26 Defendants, while having superior knowledge supplied by various Uber users and law  
27 enforcements of the continuous and dangerous sexual assault scheme perpetrated against Uber  
28 users in the Plaintiffs' specific areas, failed to take reasonable steps to initiate any significant

1 warning system to alert Plaintiffs and other Uber users of the heightened risk of sexual assault  
2 associated with sexual predators in their specific area posing as Uber drivers and raping  
3 unsuspecting victims.

4 98. As a result of Uber Defendants' negligence, Uber Defendants, and each of them,  
5 caused Plaintiffs to suffer severe personal injuries and related damages, in a sum according to  
6 proof at the time of trial.

7 99. Uber Defendants owed Plaintiffs a duty of protection from reasonably foreseeable  
8 harm, which included the harm reasonably foreseeable from the FAKE UBER sexual assault  
9 scheme of which the Uber Defendants had superior knowledge.

10 100. Uber Defendants breached their duty to Plaintiffs by failing to make disclosures or  
11 warnings that would have placed Plaintiffs on notice of the danger and heightened JANE DOE  
12 No. 1, JANE DOE No. 2 and JANE DOE No. 3's awareness and prevented the harm caused by the  
13 FAKE UBER sexual assault scheme.

14 ***NEGLIGENT INFLICTION OF EMOTIONAL STRESS***

15 101. Uber Defendants owed a duty as a common carrier with a pre-existing duty to  
16 Plaintiffs who are the Direct Victims of the FAKE UBER sexual assault scheme.

17 102. JANE DOE No. 1 has experienced serious emotional distress that is severe and  
18 enduring as a result of the FAKE UBER sexual assault scheme.

19 103. JANE DOE No. 2 has experienced serious emotional distress that is severe and  
20 enduring as a result of the FAKE UBER sexual assault scheme.

21 104. JANE DOE No. 3 has experienced serious emotional distress that is severe and  
22 enduring as a result of the FAKE UBER sexual assault scheme.

23 105. At the time and place as aforesaid, and as a result of Uber Defendants' negligence,  
24 Uber Defendants, and each of them, caused Plaintiffs to suffer severe personal injuries and related  
25 damages, in a sum according to proof at the time of trial.

26  
27  
28



1 being abducted and raped as a result of the FAKE UBER sexual assault scheme.

2 113. By committing the alleged acts and/or omissions as described in this Complaint,  
3 Uber Defendants have engaged, and continue to engage, in unlawful and/or unfair business  
4 practices within the meaning of California Business & Professions Code § 17200 et seq.

5 114. Uber Defendants' failure to warn Uber passengers of the extreme risk of the FAKE  
6 UBER sexual assault scheme is a general business practice to avoid negative publicity.

7 115. Uber Defendants' failure to employ a more sophisticated safety identification  
8 system for vehicles used as common carrier vehicles. This general business practice is to make it  
9 easy to employ drivers and their vehicles. The practice also lessens the cost for the Uber  
10 Defendants.

11 116. Uber Defendants' cancellation fee policy has been universally applied to all Uber  
12 users with such frequency as to indicate a general business practice that is triggered in the FAKE  
13 UBER scheme.

14 117. Uber Defendants have profited from the general business practice complained of  
15 herein.

16 118. California Business & Professions Code § 17203 provides "(t)he court may make  
17 such orders or judgments...as may be necessary to prevent the use or employment by any person  
18 of any practice which constitutes unfair competition, as defined in this chapter, or as may be  
19 necessary to restore any person in interest any money or property, real or personal, which may  
20 have been acquired by means of unfair competition."

21 119. California Business & Professions Code § 17204 provides for suits for injunctive  
22 relief, restitution and disgorgement of profits.

23 120. Plaintiffs allege, on the basis of information and belief, that as a result of Uber  
24 Defendants' alleged acts and/or omissions as described in this Complaint, Uber Defendants have  
25 unlawfully and unfairly obtained money due to Plaintiffs and other Uber passenger, and have  
26 unlawfully earned profits from such unlawful and/or unfair business practices.

27 121. A request for injunctive relief, restitution and for the disgorgement of unlawfully  
28 earned profits is specifically authorized by California Business & Professions Code § 17200 et

1 seq. Thus, on behalf of the members of the general public, Plaintiffs seek injunctive relief,  
2 restitution of all unlawfully withheld funds, and the disgorgement of all unlawfully earned profits  
3 obtained by Uber Defendants as a result of Uber Defendants' alleged acts and/or omissions as  
4 described in this Complaint.

5 122. Plaintiffs are informed and believe, and thereon allege, that unless restrained and  
6 ordered to pay restitution and disgorge profits derived from said unfair and unlawful business  
7 practices, Uber Defendants will continue to engage in the alleged acts and/or omissions as  
8 described in the Complaint.

9 123. Plaintiffs allege Uber Defendants engaged in unfair competition in violation of  
10 Business and Professions Code §17200 by: (1) soliciting their deceptive, untrue and misleading  
11 advertising of being a "safe ride home" to Plaintiffs and the general public; and (2) by violating  
12 Business and Professions Code §17500.

13 124. Plaintiffs allege Uber Defendants solicited deceptive, untrue and misleading  
14 advertising in violation of Business and Professions Code §17200 when Uber Defendants  
15 consistently marketed Uber to Plaintiffs and the general public as one of the best options for a safe  
16 ride home after a night of drinking alcohol. As previously detailed above, the Uber Defendants'  
17 joint UBER/MADD webpage displays Uber Defendants' catchphrase "Get Home Safe" and  
18 effectively promises to Uber users and deceives them into believing that they will, by using the  
19 Uber App, indeed get home safely. Uber Defendants also advertise Uber's safety features through  
20 its rider safety webpage which features proclamations of "safe pickups" with "door-to-door  
21 service" and a photograph of a young female with a quote declaring the safety benefits of using  
22 the Uber App.

23 125. Uber Defendants are effectively promising to Plaintiffs and Uber users, and  
24 deceiving them into believing, that Plaintiffs would, by using the Uber App, get home safely.  
25 However, while soliciting these proclamations of safety, Uber Defendants were aware that violent  
26 predators including serial rapists had increasingly impersonated Uber drivers and sexually  
27 assaulted unsuspecting young women leaving bars and other social gatherings in the late night,  
28 early morning hours.



126. Even with superior knowledge provided to Uber Defendants by Uber users and law enforcement, the Uber Defendants failed to make Uber the safe ride service promised in its advertisings by refusing to: (1) employ any alert or warning system to notify and warn Plaintiffs and other Uber users of the sexual assault scheme plaguing their specific area; (2) safeguard the Uber emblem from use by non-Uber drivers or otherwise restrict its printing; or (3) otherwise make Uber vehicles more identifiable to a known segment of their targeted customer base, the inebriated female. Hence, the Defendant's advertising deceived and misled Plaintiffs and the general public into falsely believing Uber was a safe and secure means of transportation.

127. Plaintiffs allege Uber Defendants violated Business and Professions Code §17500, in violation of Business and Professions Code §17200, by disseminating advertisements of services which were untrue or misleading and was known by the Uber Defendants to be untrue or misleading. Uber Defendants, when advertising their services as a safe ride home, as extensively detailed in the immediately preceding paragraph, knew that their services were unsafe and posed a threat to Uber users, specifically Plaintiffs and their demographic/area, as evidence by the multiple reports received by Uber Defendants of prior sexual assaults by Uber imposters in the same area from both Uber users and local police departments.

128. As a result of Uber Defendants' violation of Business and Professions Code §17200, Uber Defendants, and each of them, caused Plaintiffs to suffer avoidable severe personal injuries and related damages.

129. As a result of the unfair, unlawful and or fraudulent business activities of the Uber Defendants, Plaintiffs seek injunctive relief in the form of technologically advanced safety devices for Uber vehicles to reduce and prevent the FAKE UBER sexual assault scheme.

***PRAYER FOR RELIEF***

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For general damages in an amount according to proof;
2. For special damages in an amount according to proof;
3. For punitive damages in an amount according to proof;
4. For restitution in an amount according to proof;

- ## DEMAND FOR JURY TRIAL

Dated: April 5, 2019

By:

COMPLAINT

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